

IN THE TWENTY-SECOND JUDICIAL DISTRICT OF TENNESSEE

IN RE: PROFESSIONAL BAIL BONDSMEN

ORDER
ADOPTING RULES REGARDING
PROFESSIONAL BAIL BONDSMEN

RULE 1. SCOPE AND PURPOSE OF BAIL BONDING RULES.

1.01. The judges of the Circuit Courts of the Twenty-second Judicial District do hereby promulgate these rules and requirements deemed necessary to regulate bail-bonding entities securing bonds within the Twenty-second Judicial District, composed of Giles, Lawrence, Maury, and Wayne Counties. The purpose of these rules is to assure compliance with Tenn. Code Ann. § 40-11-301, *et seq.* Any bonding entity desiring to make bail bonds shall apply to and be approved by the Circuit Court in accordance with these rules.

1.02. These rules apply only to persons, firms, partnerships, or corporations, which for a fee or premium, desire to engage in the business of serving as surety on bail bonds to guarantee the appearance of persons in criminal cases. Unless otherwise ordered by a judge on a warrant or *capias*, magistrates may authorize release of accused persons on such person's personal recognizance or upon execution of an unsecured appearance bond. These rules do not apply to persons serving as surety for the accused without any fee, premium, or other consideration, and such bail bonds may be secured by real estate or two sufficient sureties in accordance with Tenn. Code Ann. § 40-11-122.

RULE 2. TYPE OF ENTITY.

2.01. "Bonding entity" is defined as any individual, partnership, corporation, or other business organization acting as a "professional bondsman" as defined in Tenn. Code Ann. § 40-11-301(a).

2.02. No individual, partnership, corporation, joint venture, or other business organization shall be either a principal or an agent for more than one bonding entity.

2.03. Corporations, limited liability companies, and similar business entities offering owners limitation of individual liability may be approved as a bonding entity only to the extent of actual assets owned by that entity, or pledged by other owners or secured with adequate guaranties. Such entities shall not be approved as agents for insurance or surety companies. Only individuals may be agents for an insurance or surety company.

RULE 3. PETITION FOR APPROVAL.

3.01. Any bonding entity seeking approval in accordance with these rules shall file a petition in the Circuit Court of the county of the applicant's residence or office. If the applicant does not reside or maintain an office in any county of this district, the petition shall be filed in the Circuit Court for Maury County.

3.02. All petitions filed pursuant to these rules must contain the following:

(a) A description of the petitioner as a sole proprietorship, partnership, corporation, or other business organization. The description shall include the names of all partners in a partnership and the names of all shareholders, directors, and officers of any corporation or limited liability company.

(b) If the applicant seeks authority based upon assets owned partially or wholly by others, such other owners of such assets must join in the petition and agree that their interests in such assets are subject to seizure for satisfaction of bond obligations, in the event of any final forfeiture, unless otherwise satisfied. Such other owners shall sign before a notary public a guaranty of all bond obligations to be made by the applicant, or such assets shall be excluded from consideration in determining bonding limits. (See guaranty form attached as Appendix A.)

(c) The names, addresses, dates of birth, and taxpayer identification numbers of the applicant and all persons proposed as agents for the applicant, and a statement of whether the applicant or agent has a prior felony conviction.

(d) A list of any pending civil litigation seeking monetary damages or injunctive relief against the applicant or any person proposed as agent for the applicant or a statement that no such litigation is pending. For all such pending civil litigation, include the style of the case, the county, court, and case number of the lawsuit, the damages or relief sought, and a brief summary of the claims made. Civil litigation includes conditional or final forfeitures of bail bonds previously made by the applicant or proposed agent, whether or not as a professional bondsman.

(e) A list of all final civil judgments against the applicant or an owner, officer, or agent thereof, including the style of the case, the county, court, case number, and the amount of the judgment remaining unsatisfied; or a statement that no such judgments exist.

(f) A statement of whether or not the applicant or an owner, officer, or agent thereof, has filed for bankruptcy protection and, if so, the date, court, case number and type of bankruptcy.

(g) A list of the phone numbers for the applicant's primary office and each of its agents.

(h) A copy of each bonding agent's Certificate of Compliance with the requirement for continuing education for professional bail bonding agents set forth in Tenn. Code Ann. § 40-11-401, *et seq.*

(i) The amount of authority sought for single bonds and for the total of all bonds to be executed by the applicant.

(j) Security for bond forfeitures in one of the forms listed in Rule 5.01 (a), (b), or (c) below.

3.03. All security lodged with the court shall be unencumbered and shall not be pledged, cancelled, or released while the entity remains liable on any bail bond within the Twenty-second Judicial District.

3.04. Any financial institution furnishing a Certificate of Deposit shall also certify that it has received a copy of these bail bonding rules.

RULE 4. APPROVAL PROCESS.

4.01. Copies of all petitions and attachments shall be served upon the Office of the District Attorney General ("DA") for the Twenty-second Judicial District. The DA shall conduct a criminal history and background investigation on the applicant and its agents. The results of the background investigation shall be furnished to the court prior to approval of the bonding entity.

4.02. By petitioning to become a bonding entity, the applicant specifically authorizes the verification by the DA, the clerk, or the court of the information and representations made in the petition and financial statement. The applicant shall execute an information release authorization upon request.

4.03. When an application has been completed in accordance with these rules and filed with a clerk of circuit court in any county of the judicial district and the results of the DA's background investigation have been provided to the court, the petition shall be set for hearing on a date when the circuit judges may sit *en banc*, with a minimum of two judges for a quorum.

4.04. At the hearing, the court will approve or deny the application. If approved, the court shall set bonding limits, and an order will be prepared for signature by all of the circuit judges. If an application is denied, the judges shall state the reasons and give the applicant an opportunity to cure any curable objections. Certified copies of the order of approval may be sent to the clerks and sheriffs of other counties in the district.

RULE 5. FINANCIAL STATEMENT, SECURITY, AND BONDING LIMITS FOR BONDING ENTITIES THAT ARE NOT INSURANCE COMPANIES.

5.01. An applicant that is not an insurance company shall file with the petition a sworn financial statement in a format similar to the form attached hereto as Appendix B and provide security to the Circuit Court Clerk of the county where the petition has been filed with a minimum value of \$50,000 in one or a combination of the following manners:

(a) A cash deposit, by way of a certified or cashier's check;

(b) A certificate of deposit in the joint names of the applicant and the Circuit Court Clerk; or

(c) A deed of trust encumbering equity in real property together with a title policy or opinion letter prepared by a licensed attorney and an appraisal of the market value of the property (may be certified copy of county tax appraisal). The deed of trust and the title policy or opinion letter must name the Circuit Court Clerk, as trustee, and show that the clerk's lien is granted to secure bail bonds made in the specific county or counties of the Twenty-second Judicial District. The deed of trust shall contain language similar to that attached in Appendix C.

5.02. The Financial Statement shall be complete, include all assets and liabilities, and shall specify account numbers and other pertinent information needed for identification and verification. The liabilities listed in the Financial Statement shall include forfeitures and liabilities of the bonding entity in all counties and judicial districts where the entity is currently making or has been approved to make bonds. The contingent liabilities in the Financial

Statement shall include the total amount of all outstanding bail bonds made by the entity in all counties and judicial districts.

5.03. Each bonding entity posting security as provided in this section shall be authorized to secure bonds for one person up to an amount determined by adding the total security under the foregoing paragraph 5.01 and the court's opinion of the lesser of the net worth or liquid assets shown on the applicant's sworn financial statement. Each bonding entity shall be authorized to secure bonds for all persons cumulatively up to a total of ten (10) times the amount of total security provided under the foregoing paragraph 5.01, plus up to four (4) times the court's opinion of the lesser of the net worth or liquid assets shown on the applicant's sworn financial statement. The asset used under the foregoing paragraph 5.01 may not be counted a second time for net worth or liquid asset purposes.

5.04. Each applicant approved under this section may make bail bonds in the county where the petition is filed and in any other county within the judicial district by filing a certified copy of the order approving the applicant in such other county. Each bonding entity shall keep the total amount of all bail bonds made within the judicial district within the limits approved by the court. Any bonding entity that exceeds the limits established by the court shall be subject to removal as an approved bonding entity throughout the Twenty-second Judicial District.

5.05. "Liquid assets" is defined as the total of the unencumbered fair market value of cash on hand and unrestricted in banks, accounts and loans receivable, cash surrender values of life insurance policies, stocks and other securities as shown on the financial statement submitted with the bonding entity's petition, but excluding the value of the security on deposit with the Circuit Court Clerk pursuant to these rules. All such items must be unencumbered and capable of being readily turned into cash.

5.06. Cash deposits may be deposited by the Circuit Court Clerk in an interest bearing account in a local financial institution. Interest from accounts so established and from Certificates of Deposit filed as security may be paid directly to the approved bonding entity provided no final forfeiture remains unpaid. The court may, however, order the financial institution with whom such funds have been deposited or that issued the Certificate of Deposit to pay interest earnings together with so much of the principal value of the deposit to the Circuit Court Clerk of the county where the final forfeiture has been taken.

5.07. The Circuit Court Clerk with whom the security has been filed may endorse a Certificate of Deposit back to the bonding entity, return a cash deposit made pursuant to these rules, release a deed of trust, or cancel an irrevocable letter of credit only upon order of the Circuit Court. The court shall issue such an order only upon a finding that no liability or potential liability exists for bail bonds made by the bonding entity within the judicial district.

RULE 6. INSURANCE COMPANY AS BONDING ENTITY.

If the applicant is a licensed insurance company which has qualified under the statutory scheme provided by the insurance laws pursuant to Title 56 of the Tenn. Code Ann., the petition shall have attached and incorporated by reference documents from the Tennessee Department of Commerce and Insurance certifying that the insurance company is authorized to transact business in the State of Tennessee and is in good standing with the Department of Commerce and Insurance. Such insurance companies will only be allowed to make bail bonds in this district through licensed agents maintaining a principal place of residence within this district.

RULE 7. SEMI-ANNUAL REPORTS.

7.01. Pursuant to Tenn. Code Ann. § 40-11-303, each bonding entity approved to make bonds in any county of this district shall, no later than January 15 and July 15 of each year, file with the Circuit Court Clerk of each county in which the entity makes bonds, a report of the bonding entity's financial statement showing assets and liabilities as of the preceding December 31 and June 30. Such reports shall list all pending bonds on which the bonding entity is surety, with the names, addresses, court name, case number, date, and dollar amount for each bond. This report shall be prepared and filed in a format similar to the attached form.

7.02. If the approved bonding entity is an insurance company pursuant to Title 56 of the Tenn. Code Ann., the semi-annual report shall also include a current Certificate of Compliance with the Department of Commerce and Insurance and certified copies of powers of attorney appointing the named local agents to act in the name of the insurance company.

7.03. On the first criminal motion docket after January 15 or July 15 in each county in the Twenty-second Judicial District the Circuit Court Clerk shall docket a review of bonding entities and shall deliver to the Circuit Judge all semi-annual reports filed pursuant to this section. The court will review these reports and adjust the bonding limits as necessary.

7.04. Any previously approved bonding entity that fails to file the required semi-annual report shall be suspended from making further bonds in the judicial district until the required report has been submitted and reviewed by the court.

RULE 8. FORFEITURES.

Upon any forfeiture becoming final pursuant to Tenn. Code Ann. § 40-11-139, the professional bonding entity shall be required to pay the bond and costs of the proceedings within ten (10) days of the date that the final forfeiture becomes final. Should a bonding entity refuse or neglect to pay the forfeiture within that 10-day period, the bonding entity and its agents shall be suspended from making further bonds and the court will levy an execution upon the security deposited with the court and/or the assets of the bonding entity.

RULE 9. GENERAL REQUIREMENTS FOR BONDING ENTITIES.

All bonding entities and their agents shall refrain from engaging in those activities defined as "unprofessional conduct" in Tenn. Code Ann. § 40-11-126. All bonding entities shall provide persons utilizing their services with the notice required by Tenn. Code Ann. § 40-11-151. No bonding entity or agent shall serve or act as an officer or clerk of any court in which that bonding entity makes bonds. Any bonding entity or agent found to have violated these provisions may be prohibited from making further bonds within the judicial district.

RULE 10. LOSS OF AUTHORITY.

Pursuant to Tenn. Code Ann. § 40-11-125, approval of a bonding entity may be withheld, withdrawn, suspended, or revoked by the court if that bonding entity (1) fails to qualify under state law and these rules, (2) is guilty of violating laws relating to bail bonds, (3) has a final judgment of forfeiture against the bonding entity which remains unsatisfied, and (4) is guilty of professional misconduct as described in Tenn. Code Ann. § 40-11-126. A violation or failure to pay may be brought to the attention of the Circuit Judges by written letter, motion, or petition of the D. A. or a judge of a General Sessions or Municipal Court. If the Circuit Court withholds, withdraws, or suspends a bonding entity, it shall notify the bonding entity of the action taken and follow procedures established by Tenn. Code Ann. § 40-11-125. Any hearing shall be held before the Circuit Judges, sitting *en banc*, with a minimum of two judges for a quorum. An order signed by two or more Circuit Judges shall be effective for the withholding, withdrawing, suspending, or revoking the authority of any bonding entity for the judicial district or any county thereof.

RULE 11. POSTING LISTS OF APPROVED BONDING ENTITIES.

In accordance with Tenn. Code Ann. § 40-11-124, the Circuit Court Clerk of each county in the Twenty-second Judicial District shall prepare a list of approved bonding entities in alphabetical order. Each Circuit Court Clerk shall provide the Sheriff's Department with a copy of such approved list, updated from time to time as bonding entities are added to or removed from the approved list. The Sheriff of each county shall post the list of approved bail bonding entities in the area arrestees are allowed to contact bail bondsmen.

RULE 12. METHODS OF SIGNING BONDS.

12.01. All bonds shall be signed by the accused as the principal and shall show the court appearance date and the accused's full address, social security number, and date of birth.

12.02. Any bond being secured by insurance company assets shall have the official name of the insurance company printed, typed, or stamped on the surety signature line followed by the word "by" and the signature of the company's authorized agent spelled exactly as on the state license of that agent and on the insurance company power of attorney naming that person as an attorney-in-fact or agent for the purpose of binding the insurance company. A serial numbered power of attorney must be attached to the original of the bond to be held by the clerk of the court and must show authority for an amount equal to or greater than the amount of the bond.

12.03. The trade name or advertised name of any bonding entity, other than an insurance company, shall not be used as part of the bond. The bonding entity's signature on the bond shall be identical to the name on the approval order, financial statement, and security documents with the clerk, and if by an agent of such entity, the

signature of the bonding entity name shall be followed by the word "by" and the signature of the agent spelled exactly as on the state license of that agent and on the court order approving that agent.

RULE 13. PUBLIC RECORDS AND COURT COSTS.

The petition and all attachments and all later filings, including financial statements, are public records and available for viewing and copying in the clerk's office. The clerk may charge and collect typical court costs and litigation taxes on all petitions and subsequent filings.

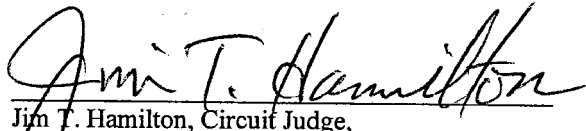
**RULE 14. APPLICABILITY TO BONDS FOR GENERAL SESSIONS
AND MUNICIPAL COURTS.**

These rules are applicable to all bonding entities making bonds to secure the appearance of accused persons in all criminal and civil courts of Giles, Lawrence, Maury, and Wayne Counties of Tennessee, including General Sessions and Municipal Courts. Under Tenn. Code Ann. §§ 40-11-124 and 125, the Circuit Court has exclusive jurisdiction over approving and regulating bonding entities. The General Sessions and Municipal Judges shall continue to order conditional and final forfeitures when appropriate and shall notify the D. A. or a Circuit Judge if a final forfeiture is not timely paid or if there are other reasons for a bonding entity to lose its authority under Rule 10 of these rules.

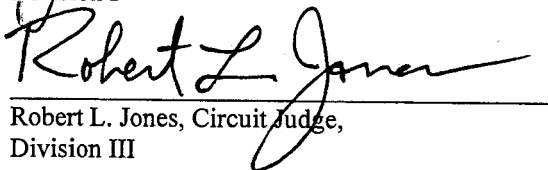
RULE 15. EFFECTIVE DATES.

15.01. These bail-bonding rules shall become effective in the Twenty-second Judicial District on July 1, 2004. All bonding entities need newly approved orders similar to that in Appendix D by July 15, 2004, or shall suspend securing any bonds thereafter until such order has been approved by at least two of the Circuit Judges.

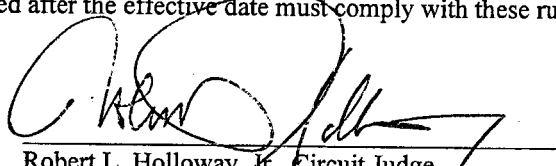
15.02. All petitions and semi-annual reports filed after the effective date must comply with these rules.



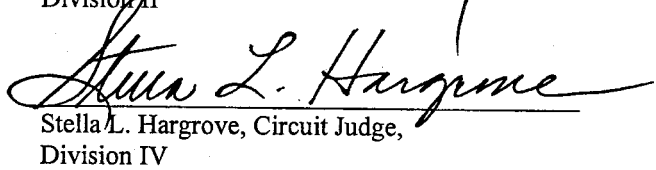
Jim T. Hamilton, Circuit Judge,
Division I



Robert L. Jones, Circuit Judge,
Division III



Robert L. Holloway, Jr., Circuit Judge,
Division II



Stella L. Hargrove, Circuit Judge,
Division IV

GUARANTY AGREEMENT

FOR VALUE RECEIVED, receipt and sufficiency of which are hereby acknowledged, and in consideration of professional bail bonding authority granted to _____ (hereinafter "Bonding Entity") _____ (hereinafter called the "Guarantor"), hereby guarantees to the State of Tennessee (hereinafter "State") prompt payment when due or any time thereafter of any and all forfeited bonds, court costs, indebtedness, or obligations, upon which the Bonding Entity is now or may hereafter, at any time and from time to time, and for any one or more purposes, become indebted, obligated, or bound to State, of every kind and character, direct or indirect, absolute or contingent, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished or hereafter reincurred, or whether said obligations arise with or without notice to Guarantor, and whether by reason of bonds, costs, guaranties, endorsements, or other obligations of the Bonding Entity. It is agreed that each and every term, provision, and condition of each and every bond executed by the Bonding Entity and held by the State shall become a part of this obligation as if fully set out herein and shall be obligatory upon the Guarantor as if it were executed by the Guarantor as the primary and individual obligation of the Guarantor, and may be enforced against the Guarantor without first seeking to enforce the said debt by suit or otherwise against the Bonding Entity or any other Guarantor. However, the State may, in its discretion, proceed in any manner for the collection of debts or obligations against the Guarantor and the Bonding Entity as if such debt was that of both Guarantor and the Bonding Entity.

From such time as State may call upon the Guarantor to honor, pay, or perform all or part of any obligation of the Bonding Entity, and the Guarantor fails to honor such demand, the debt or obligation owed the State pursuant to this Guaranty shall bear interest at the maximum effective rate permissible under applicable law. In case the Guarantor fails or refuses to honor this Guaranty, the State is hereby authorized to utilize such legal means as it deems proper to enforce this Guaranty, through the efforts of its employees, agents, or attorneys, and the Guarantor shall pay all costs of collection, including reasonable attorney's fees.

This Guaranty is, and is intended to be, an absolute, unconditional and continuing Guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other Guaranty, endorsement, or collateral held by the State with respect to any or all of the indebtedness of the Bonding Entity to the State. The Guarantor hereby represents and agrees with the State that this Guaranty shall be valid and binding upon the Guarantor when delivered to the State by anyone having the possession hereof, and that such liability is not conditioned on the execution of this Guaranty by any other person nor upon any other event. The Guarantor may give to any duly authorized officer of the State notice in writing of cancellation of this Guaranty at any time, which cancellation shall be effective only when acknowledged in writing by all Circuit Judges of the 22nd Judicial District to whom such written notice was delivered. The obligation of the Guarantor or any other guarantor who shall not have given notice of cancellation as provided above shall, as to all indebtedness created, incurred, or arising after the giving of such notice, remain and continue as if the guarantors who have not given notice of cancellation had been the only persons signing this Guaranty. It is understood, however, that no termination or cancellation of said Guaranty, however occurring, shall relieve any party hereto of any liability for any indebtedness incurred by Guarantor or committed or promised by the State prior to the time of said termination or cancellation. It is further agreed by the Guarantor that any indebtedness owed to the Guarantor, jointly or severally, shall be and hereby is subordinated to all indebtedness of the Bonding Entity to the State.

No modification, amendment, or waiver of any provision of this Guaranty shall be effective unless in writing and subscribed by all Circuit Judges of the 22nd Judicial District, and the Guarantor acknowledges his understanding that the State will enforce this Guaranty to its fullest extent, any declaration or statement to the contrary notwithstanding. The State shall have the right without affecting the Guarantor's obligations hereunder, and without demand or notice, from time to time: (a) to release any other guarantor in whole or in part for or in the absence of consideration, without in any way impairing or affecting its right against the Guarantor, (b) to extend, increase, renew, accelerate, modify, or otherwise change or alter the time or method of payment, interest rate, with or without the use of new bonds, agreements, or amendments, the terms of or the interest on any part or all of the Bonding Entity indebtedness or obligation; (c) to receive, exchange, or release, for or in the absence of consideration, any collateral from or to any part securing payment of the indebtedness or obligation or any part thereof, and State shall have no duty to protect or preserve any collateral held to secure any obligation of the Bonding Entity or to secure this Guaranty, including, but not limited to, any duty to promptly sell pledged securities upon default of the Bonding Entity.

This Guaranty shall inure to the benefit of the State, its successors in interest and assigns, and shall be binding upon the heirs, executors, administrators, and successors and assigns, of the Guarantor, who does hereby expressly waive all types of notice relative to this Guaranty and of any of the Bonding Entity's transactions or defaults, including

acceptance hereof, and demand, notice, or protest of any bond or other items on which said Bonding Entity may be bound or liable for payment.

It is understood that this contract of Guaranty is made for the purpose of securing the granting or continuing professional bail bonding authority to the Bonding Entity, and to induce the State to extend credit, to continue to extend credit, or to stand ready to extend credit to the Bonding Entity, but that the amount of such credit and the terms, conditions, time and other provisions of such credit are to be such as the State, in its discretion, may establish. It is expressly understood that any and all loans made or credit granted by the State to the Bonding Entity, and any and all renewals, extensions, modifications, or alterations of any indebtedness or obligation of the Bonding Entity to the State are expressly made upon the faith and credit of this Guaranty, and are the consideration for the execution of this Guaranty.

This Guaranty shall constitute a Tennessee contract, and be governed by the laws of the State of Tennessee. The Guarantor hereby voluntarily submits to the jurisdiction of any Court in the State of Tennessee having jurisdiction over the subject matter of this instrument.

Failure of the State to insist in any one or more instances upon strict performance of any one or more of the provisions of this Guaranty or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect.

The State shall have the right, without affecting the Guarantor's obligations hereunder, and without demand or notice, to collect first from the Bonding Entity, and to exercise its rights of setoff against any asset of Bonding Entity, and to otherwise pursue and collect from the Bonding Entity any other indebtedness of Bonding Entity to the State not covered by this Guaranty, and any sums received from the Bonding Entity, whether by voluntary payment, offset, or collection efforts, may be applied by the State as it sees fit, including the application of all such amounts to other debts not guaranteed by the Guarantor. Subrogation rights or any other rights of any kind of the Guarantor against the Bonding Entity, if any, shall not become available until all indebtedness and obligations of the Bonding Entity to the State are paid in full.

IN WITNESS WHEREOF, the Guarantor has caused this instrument to be duly executed on this ____ day of _____, 20__.

Guarantor:

S.S.# _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared _____, and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

[illegible]

Sch. 2 Accounts, Loans, and Notes Receivable

NAME & ADDRESS OF DEBTOR	AMOUNT OWING	AGE OF DEBT	DESCRIPTION OF NATURE OF DEBT	DESCRIPTION OF SECURITY HELD	DATE PYMT EXPECTED

Sch. 3 Life Insurance

NAME OF PERSON INSURED	NAME OF BENEFICIARY	NAME OF INSURANCE CO.	TYPE OF POLICY	FACE AMT OF POLICY	TOTAL CASH SURRENDER VALUE	TOTAL LOAN AGAINST POLICY	AMT OF ANNUAL PREMIUM	IS POLICY ASSIGNED?

Sch. 4 Stocks, Bonds, and Other Securities

FACE VALUE (BONDS) NO. OF SHARES (STOCK)	DESCRIPTION OF SECURITY-ISSUER	REGISTERED IN NAME OF	COST	PRESENT MARKET VALUE	INCOME RECEIVED LAST YEAR	TO WHOM PLEDGED

Sch. 5 Real Estate (If owned by anyone other than the undersigned, explain below.)

ADDRESS	ACRES	STRUCTURES	YEAR ACQUIRED	COST	ASSESSED VALUE	MARKET VALUE	MORTGAGE AMOUNT	OWNED BY

False statements as to ownership, value, and whether encumbered shall be considered contempt of court and punishable as such. We certify that the information contained in this statement is true and correct. We authorize financial institutions and other entities to disclose information about our assets and liabilities to the District Attorney General or the judges or clerks of the Circuit Court.

Signed _____

Signed _____

Date _____

Date _____

Appendix C -
See Rule 5.01(c)

Deeds of trust encumbering real estate to secure obligations of bonding entities shall name as trustee the current Circuit Court Clerk of the county in which the petition is filed, for example "Kathy Kelley, Circuit Court Clerk of Maury County, Tennessee, her successor and assigns."

Deeds of trust shall also include the following language in the purpose portion:

This deed of trust is granted for the purpose of securing up to _____ Dollars (\$_____) to the Circuit Court Clerk and the State of Tennessee for the payment of any final forfeitures of bail bonds secured by _____ (legal name of bonding entity), and costs of proceedings thereon, within the Twenty-second Judicial District of Tennessee consisting of Giles, Lawrence, Maury, and Wayne Counties. The Circuit Court Clerk or successor in office shall release the encumbrance created by this deed of trust only upon (1) order of the Circuit Court of the Twenty-second Judicial District showing all bail bonds secured by the same have expired or are otherwise no longer valid and the bonding entity is discontinuing operations within the district or (2) order of the Circuit Court of the Twenty-second Judicial District approving substituted security in the form of cash, certificate of deposit, or a deed of trust on other real estate, if the bonding business is continuing.

IN THE CIRCUIT COURT OF _____ COUNTY, TENNESSEE

IN RE: _____
(Bonding entity name)

No. _____

ORDER APPROVING PROFESSIONAL BONDSMAN

The undersigned Circuit Judges conducted a hearing on the ____ day of _____, 20____, to evaluate the petition and supporting documents of the above-named petitioner ("bonding entity") for approval as a professional bondsman in the following counties:

_____. It appearing to the court that the applicant has complied with this judicial district's local rules regarding bonding entities by filing a sworn financial statement and the following security: _____

IT IS, THEREFORE, ORDERED that _____ be and is hereby approved as a professional bondsman for the foregoing counties, with the authority to act as surety on bail bonds for one person up to the total security of \$ _____ and for all persons cumulatively up to a total of \$ _____. These individual and cumulative limits shall not be exceeded without first obtaining an order approving additional security and establishing new limits.

To the extent that any of the foregoing limits are established based upon assets owned, solely or jointly, by persons other than the bonding entity, the authority and limits of this order are conditioned upon such other persons executing and maintaining with the clerk of this court continuing personal guaranties. At this time such persons are: _____

IT IS FURTHER ORDERED that this bonding entity may be bound by the signature of the following persons (as owner or agent): _____

Below the signature of the defendant or other person being released from custody, the bonding entity shall secure such bond by printing or writing its legal company name, followed by the

word "by" and the signature of the owner or agent then acting on behalf of the bonding entity, as follows:

(legal name of bonding company)

By: _____, Agent

The bonding entity will not be discharged from its obligation on any bond by reason of its failure to sign the bond as directed above or by reason of any other irregularities in the qualifications of the bonding entity or the completing of the bond document.

All bail bonds securing the appearance of the person named therein shall continue in effect and be binding upon the bonding entity until the case has been finally concluded in the trial or appellate court and/or the person has appeared to serve any period of confinement, unless the bonding entity gets a written order providing otherwise from the court then having jurisdiction over the person and the case for which the bond was made.

The bonding entity represented in open court that all persons acting on behalf of this bonding entity have read, understand, and agree to be bound by the local rules regarding professional bail bondsmen.

This order is subject to suspension or revocation if the bonding entity fails to pay any final forfeiture when due or otherwise fails to comply with state statutes and local rules concerning practices, continuing education, and semi-annual reports.

The court costs and clerk's fees are adjudged against the bondsman.

Judge

Judge

Judge

Judge

Approved By:

(Legal name of bonding company)

By: _____, Owner or Agent